

AGREEMENT

between

The City of Cambridge

and

United Auto Workers

LOCAL 1596

(CHILDCARE WORKERS)

Effective: 7/1/17

Expiration: 6/30/20

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**ARTICLE 1
PREAMBLE**

The following is the Agreement between the Union and the City of Cambridge. The purpose of this Agreement is to better ensure the quality of childcare provided by the City while providing the best possible working conditions for the staff.

**ARTICLE 2
RECOGNITION**

Section 1. Sole/Exclusive Bargaining Representative

a) The employer recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining on wages, hours and working conditions, and other conditions of employment for all regular part-time and full-time employees of the Department of Human Service Programs, including Head Teachers, Teachers, working 20 hours per week or more and excluding all others.

b) The Union does not currently and will not represent Assistant Teachers in the future. Should the City in the future hire persons for Teacher positions who are temporarily lacking in some qualifications, the City and the Union agree to meet to discuss wage issues.

c) When employees in a new classification or program, perform work that is comparable to that done by employees covered by this Agreement, such classification of work or program, shall be covered by this Agreement when mutually agreed.

Section 2. Temporaries

Temporary employees will not be covered by this Agreement except that if an employee works for more than 135 consecutive working days, such employee shall become a regular employee and receive all prospective benefits and security.

**ARTICLE 3
UNION MEMBERSHIP AND AGENCY FEE**

Section 1. Union Membership

Membership in the Union on a non-discriminatory basis will be uniformly available to any member of the certified bargaining unit who applies.

Section 2. Agency Service Fee

In addition to the above, all members of the bargaining unit, as provided for in Article 2, who are not members of the Union and/or who have not voluntarily executed an authorization for the deduction of Union dues shall be required to pay to the Union, as a condition of employment, an Agency Service Fee on or after the thirtieth (30) day following employment in the bargaining unit, or the effective date of this Agreement, whichever is later. Said fee shall be proportionately commensurate with the cost of collective bargaining and contract administration and shall be deducted monthly as is provided above. In no event shall the Agency Service Fee be in an amount greater than Union dues.

**ARTICLE 4
CREDIT UNION CHECK-OFF**

The City agrees that it will deduct a certain specified amount each pay period from the wages of those employees covered by this Agreement, who give their written authorization to make such deductions. The amounts so deducted shall be remitted monthly to UAW Local 1596 Credit Union, designated by the Union.

**ARTICLE 5
UNION STEWARDS AND MEETINGS**

Section 1. Union Stewards

The City agrees to recognize four (4) union steward(s) including one head steward, elected by the employees. Union Steward(s) will be available to meet with/or represent employees who are subject to possible discipline in meetings with the City.

Subject to staffing requirements and with prior notification and approval, up to two (2) Preschool stewards and up to two (2) Afterschool stewards will be allowed to attend Union meetings, up to a maximum of twelve (12) hours per steward, per year, during regular work hours at no loss of pay. In the absence of special circumstances, the City expects that this time will be taken in two to three hour increments and that at least two weeks' notice will be provided.

If and when Childcare Division union steward(s) are designated, the Union will inform, in

writing, the Childcare Division head or Department of Human Services Division Personnel Department of changes and when changes occur. Notification will be accomplished within ten (10) working days of such changes.

Section 2. Union Meetings

Union meetings may be held on the premises with appropriate prior notice, in writing, to the Childcare Division Head. An area to conduct Union business will be designated.

Section 3. Union Contract

All new employees will receive a copy of the Union contract from the City during new employee orientation. All new employees will receive a copy of the Union contract and a list of stewards' names and contact information. The Union will be allowed to conduct a 15-minute presentation during new employee orientation. This time will be paid at the employee's regular rate of hourly pay by the City. The City will also provide the Union, on a quarterly basis, a list of the names and classifications of new employees. The City will send the list to:

UAW Local 1596
960 Turnpike St. Suite 2C
Canton, MA 02021

**ARTICLE 6
COMMUNICATION SYSTEM**

The City agrees to provide to the Union email addresses for all Union members. The City agrees to work with the Union to attempt to identify appropriate and usable bulletin board space at each work-site.

**ARTICLE 7
NONDISCRIMINATION, AFFIRMATIVE ACTION AND SEXUAL HARASSMENT**

Employees and candidates for employment shall not be discriminated against on the basis of sex, race, religious belief, political affiliation, parental or marital status, sexual identity, sexual and/or gender orientation, disability, physical difference, economic status or union activity.

The City will comply with the City Affirmative Action Plan.

The City and the Union recognize that no employee shall be subject to sexual harassment.

ARTICLE 8 PROBATIONARY PERIOD

The probationary period for all new and promoted employees shall be six (6) months. The City reserves the right to extend the probationary period. The Union will be notified of any such extension. During this period, an employee may be terminated at the employer's discretion.

An employee who is terminated during the probationary period, shall receive, in writing, the reasons(s) for termination, but shall not have recourse to the grievance and arbitration procedure regarding termination. During the probationary period, the employee shall receive any paid time off which is called for under the provisions of this agreement.

ARTICLE 9 SENIORITY

Seniority is defined as the total amount of time employed in a bargaining unit position in the Childcare programs.

ARTICLE 10 LAY-OFF

Section 1. Definition

Layoff is defined as an employment separation initiated by the City because of lack of work, shortage of funds, reduction or elimination of services, closing of sites, reduced enrollments or any other reasons except for voluntary separation or separation for cause.

Section 2. Notification

The City will notify the Union within 15 working days of a layoff so that the parties may meet to discuss the impact of such proposed layoff.

Section 3. Determining Factors

If a layoff must occur, the employer shall take the following factors, which are not listed in any particular order, into account in determining which employees will be laid off: quality of performance, length of service in a position or classification, prior related experience, qualifications beyond those minimally required, evidence of professional growth and reliability (such as attendance and punctuality), seniority, requirements of program sites and prototypes. Layoff may be subject to the grievance procedure but shall not be arbitrable.

Section 4. Unused Vacation

Employees who are laid off **will** receive unused vacation days at the time of layoff.

ARTICLE 11 RECALL

Laid-off employees shall be recalled in reverse order of their layoff. Employees shall remain on the recall list for not less than six (6) months from the date of their layoff and for no longer than their length of employment, unless they have been employed less than one year.

An employee must return to work or make arrangements to work, within two (2) weeks of receipt of notice of recall. Notice of recall shall be sent to the employee's last known address. Employees will not be penalized for failing to respond, if the circumstances are beyond their control. In such cases, the employee's name will be retained on the recall list for the next available opening.

ARTICLE 12 GRIEVANCE PROCEDURE

Section 1. Definition/Grievance

A grievance shall be defined as any dispute, arising between the parties, pertaining to any matter of wages, hours, working conditions, or any dispute between the parties, involving the interpretation or application of this Agreement.

STEP 1:

Grievance shall first be taken up with the employee(s) involved and their union steward in a meeting with the employee(s) immediate supervisor. The Union and the employee(s) will be given a written response, within five (5) working days of the meeting.

STEP 2:

If the grievance is not resolved at Step 1 to the satisfaction of the Union, it shall be reduced to writing within four (4) working days, and submitted to the Department Head by the Steward or Union Representative. No later than five (5) working days after the grievance has been submitted, the Department Head, Union Steward and/or representative, and the grievant (if s/he wishes to attend) shall meet to discuss and attempt to settle the grievance. The Department Head shall respond to the grievance in writing, within five (5) working days after the meeting.

STEP 3:

If the grievance has not been resolved at Step 2, it shall be presented in writing to the City Manager or his designee within five (5) working days after the reply of the Department Head has been received. The City Manager or his designee shall respond in writing within ten (10) days of the receipt of said grievance.

STEP 4:

If the grievance is not settled at Step 3, it may be submitted to arbitration, as described in Article 13.

Section 2. Contents of Grievances

All grievances filed at Step 2 or beyond in the grievance and arbitration procedure shall specify:

- a) the particular contract article and section alleged to have been violated;
- b) in reasonable detail, the facts supporting each alleged violation;
- c) the date each act or omission violating the agreement is alleged to have occurred, and
- d) the remedy sought for each alleged contract violation.

Failure to provide sufficient information as required above shall constitute a forfeiture of the grievance.

Section 3. Time Limits

The failure of an employee or the union to file or process a grievance in accordance with the time limits specified in this Agreement shall constitute a waiver of the grievance unless mutually agreed in writing to extend the time limits.

Section 4. Employee Introduction of a Grievance

An employee may present a grievance, without the intercession of the Union, at Step 1 but the Union has the right to have one representative present at the meeting.

Section 5. Precedent

All grievances settled at Step 1 shall not constitute a precedent for future dealings between the parties. All grievances settled at Step 2 shall not ordinarily constitute a precedent, unless otherwise stated.

Section 6. Matters Not Subject to Grievance/Arbitration

The following matters shall not be subject to grievance/arbitration under this Agreement:

- (a) any matter involving the exercise or discretion of management rights by an agent of the City;

- (b) the failure or refusal by the City to renew the contract or reappoint any member of the bargaining unit who has not yet completed his/her probationary period;
- (c) pay grades for newly created positions;
- (d) the dismissal or discipline of a probationary employee;
- (e) the substance of an evaluation;
- (f) layoff or reassignment for non-disciplinary reasons after alternative methods have been considered; and,
- (g) any incident which occurred or failed to occur prior to the effective date of the Agreement.

ARTICLE 13 ARBITRATION PROCEDURE

Section 1. Timely Submission

Any grievance which has not been settled under Article 12 may be submitted by the City or the Union to arbitration in the manner set forth below within thirty (30) working days after the response of the City Manager or his/her designee is due.

Section 2. Selection of Arbitrator

The American Arbitration Association shall conduct the arbitration procedure. The expenses of the proceedings shall be borne equally by the City and the Union. If either party desires a verbatim record of the proceedings, the party requesting a record to be made shall pay for the record and makes copies available to the other party at cost and without charge to the arbitrator.

The arbitrator shall have no power to amend, modify, add to, alter or subtract from this Agreement or any provisions thereof.

Any decision which requires/directs the payment of monies for which there is no appropriation shall not be acted upon until the funds are appropriated by the City Council.

The decisions of the arbitrator shall not violate any City Charter provisions, Statutes of the Commonwealth, or regulations pursuant to such Statutes.

The arbitrator's award and decision shall be final and binding and may be reviewed under

M.G.L.c. 150C, or on the grounds that the award: (1) is arbitrary or capricious, or (2) misinterprets or misapplies any provision or law. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the Arbitrator, unless the parties agree in writing to modify the scope of the hearing.

Section 3. Extension of Time Limits

The parties may, by mutual agreement, extend the time in any particular case.

ARTICLE 14 MANAGEMENT RIGHTS

The City has and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore had by it except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement. It shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the City and direction of the working forces, including but not limited to the following:

- A. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the City.
- B. To establish or continue policies, practices and procedures for the conduct of the City business and from time to time, to change or abolish such policies, practices or procedures.
- C. To discontinue processes or operations or to discontinue their performance by employees.
- D. To select and determine the number and types of employees required to perform the City's operations.
- E. To employ, transfer, assign, promote, or demote employees, suspend, discharge, discipline, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the City or Department.
- F. To describe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the City, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- G. To ensure that the related duties connected with departmental operations, consistent with the job description, shall be performed by employees.
- H. To establish contracts or subcontracts for municipal operations. All work

customarily performed by the employees of the Bargaining Unit shall be continued to be so performed unless, in the sole judgment of the City, it can be done more economically or expeditiously otherwise.

Unless an expressed, specific provision of this Agreement clearly provides otherwise, the City, acting through any appropriate officials as may be authorized to act on its behalf, retains all the rights and prerogatives it had prior to signing of this Agreement either by law, custom, practice, usage and precedent to manage and control the Department of Human Services.

The City agrees, without waiving its right to sub-contract, to allocate and utilize manpower and equipment within the Department in the most feasible manner prior to supplementing or complementing its capability by the use of sub-contracts except during a recognized emergency. The City's aim is to develop and implement manpower and equipment resource allocations systems which will assure maximum feasible delivery of service and utilization of regular city employees and equipment within the Department without waiving the rights and privileges set forth in the contract.

ARTICLE 15 HOURS OF WORK

Section 1. Schedules

Full time Pre-Schools

Head Teachers/Teachers 40.0 hours per week/8 hours per day.

Hours of work to include but not limited to active time with children, children's nap time, set up, clean up, break time, child assessments, and planning, preparation and meeting time.

Part-time Pre-Schools

Head Teachers 33.75 hours per week

Teachers 30.0 hours per week

Hours of work to include but not limited to active time with children, set up, clean up, child assessments, planning, preparation and meeting time. Additional responsibilities may be assigned to staff with more than 2.75 planning and preparation hours per day.

After School Programs

Head Teachers 36.0 hours per week

Teachers 30.0 hours per week

Hours of work to include but not limited to active time with children, set up, clean up, planning, preparation and meeting time. Additional responsibilities may be assigned to staff with more than 2.75 planning and preparation hours per day.

Prior to September 1, 2015, the weekly hours of Head Teachers in After School Programs were 33.75 hours per week.

Section 2. Schedule Exceptions

- a) Observations: After school employees will be required to make at least one monthly classroom observation during regular working hours. Employees will be permitted to flex their schedule during designated observation weeks when the operational needs of the Department do not permit observation during regularly scheduled hours.
- b) Vacation Weeks: During vacation weeks, School Age Head Teachers and Teachers will work up to 8 hours per vacation day. By mutual agreement head teachers and teachers may work more than eight hours per vacation day. Hours of work to include but not limited to active time with children, set up, clean up and break time. Planning and preparation for vacation weeks shall be done in advance, with prior approval of managers.
- c) Additional Hours: Additional hours spent with children in the classroom which are required on early release days and vacation days will be considered additional paid time.

In its discretion, the Department may allow employees to work additional hours for activities which include but are not limited to vacation week planning, child assessments, and/or activities, as determined by management, which support programmatic goals. All requests must be submitted in writing on the appropriate Department form. All requests for additional hours must be directed by the Department or pre-approved by the Department.

ARTICLE 16
TRANSFER AND PROMOTIONS

Section 1. Posting

All vacancies in the Childcare programs which the City decides to fill, except those created by layoffs shall be posted for five (5) working days in a prominent place in the Central Office with written notification provided to all existing employees.

Section 2. Filling

Vacancies in all positions covered by this Agreement, which the City decides to fill, shall be filled on the basis of posted qualifications, ability and performance as determined by Management. All present employees, including probationary employees, are eligible to apply for, be considered for and receive transfers and promotions. Applications from both in-house and outside candidates will be accepted at the same time. Applicants for such vacancies, including those who are not presently employed by the Department, shall be considered for the position. Any in-house candidate who, in the judgment of Management, meets the job qualifications will be considered for such open positions before outside applicants. The applicant who meets the posted qualifications, as determined by Management, and is best matched for the specific qualities needed for the vacant position shall be selected. When Management determines that posted qualifications, ability and performance are equal, the in-house candidate will be given the preference.

Section 3. Pay Considerations

An employee promoted to a position in higher pay grade shall be placed in the step in the higher pay grade which shall result in the employee receiving no less than one full increment pay increase.

Section 4. Transfers

The Department will give an affected employee one (1) week's notice before transferring that employee to another site, except in an emergency. Upon ratification of the 2014-2017 Memorandum of Agreement, employees will be given (2) weeks' notice prior to transfer, except in an emergency.

**ARTICLE 17
LEAVES OF ABSENCE**

Section 1. Parental Leave

Effective for births, adoptions and/or foster placements that occur on or after July 1, 2017, the City of Cambridge Parental Leave Policy that applies to non-union employees, as adopted and as it may be modified by the City from time to time, will also apply to members of this bargaining unit budgeted to work twenty (20) hours or more per week. However, ten month employees will be eligible for a total of twenty (20) weeks of leave rather than twenty-four (24) weeks.

Section 2. Military Leave

Reinstatement After Military Service Permanent employees who leave the City's service to enter Military Service, or who are deployed to active duty, are reinstated to the same or comparable positions, if they receive honorable discharges and apply for employment within ninety (90) days from the time of separation.

Re-computation of Length of Service Benefits All length of service benefits including salary, sick leave, and vacation will be computed as if the employee had not left the City service.

Military Leave of Absence With Pay Every employee covered by this Agreement who is a member of a reserve component of the armed forces of the United States shall be granted in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence with pay, during the time of his/her annual tour of duty; provided however, that such leave shall not exceed seventeen calendar (17) days.

Section 3. Personal Leave

Upon reasonable justification submitted in writing to the employee's Department Head, the City Manager or his designee may grant a full-time employee a personal leave of absence for periods of time not to exceed five (5) months for ten-month employees and six (6) months for twelve month employees. At the end of the leave of absence the employee may be reinstated to his or her former position or a similar position unless more senior employees in the department have been laid off.

Whether or not to grant such leave and/or lengths or conditions of leave shall remain the sole discretion of management and not be subject to the grievance and arbitration procedure.

Employees are responsible for payment of the full medical insurance premium during the leave of absence, except as may be provided by the Family and Medical Leave Act. Employees are encouraged to arrange for those payments with their personnel representatives well in advance of their leave of absence. Employees on an approved educational leave for purposes of

completing a degree-required practicum may continue health insurance coverage by paying the employee share as provided in Article 36, for the duration of the practicum, provided they return to work upon completion of the practicum.

The period of leave of absence shall not accrue towards length of service benefits such as wage increments, vacation and sick leave.

ARTICLE 18 SUBSTITUTES

The City will be responsible for the retaining and hiring of substitute teachers.

ARTICLE 19 TEMPORARY WORK

When a Head Teacher has been granted a leave of absence in excess of three weeks, Management will select a staff person with the appropriate experience, training and skills to act as the temporary staff person in charge of the classroom. This person will receive the higher rate of pay and the increased hours effective on the first day of such assignment.

Consistent with the job description of Teacher, should a Head teacher be absent, the teacher shall assume the duties of the Head teacher to ensure a smooth classroom day. Should the absence be for more than three days, beginning on day four the Teacher will be granted the ability to earn increased hours of up to .75 hours per day.

Should a Head teacher be out on an unplanned absence (subject to appropriate documentation) in excess of three weeks, Management will select a staff person with the appropriate experience, training and skills to act as the temporary staff person in charge of the classroom. This person will receive the higher rate of pay and the increased hours effective on the first day of the assignment. It is possible that a Head Teacher, Teacher, or Assistant Teacher from another program/site may be asked to assist a program in need of additional staff support in these instances.

ARTICLE 20 EVALUATIONS

In the case of a new employee, evaluations shall occur at three (3) and six (6) months. Returning employees shall be evaluated annually. The written evaluation must be read and signed by the employee. An employee's signature does not indicate approval or acceptance merely that the employee has received and read the evaluation. Prior to signing, the employee has the right to add any written comments regarding the evaluation. The evaluation will become

part of the employee's personnel file. In the event that there is no current supervisor familiar with the work of that employee, no reference will be given other than the dates of employment, attendance record, salary and job title/position unless the employee requests, in writing, that the most recent evaluation form be used.

ARTICLE 21 PERSONNEL FILES

Employees shall have access to their personnel files with reasonable notice and under supervision of a Human Services department employee. Copies of such files may also be given to employees, upon their request. There will be no cost for copies up to 20 pages. An employee shall have the right to comment in writing, on the contents of his/her personnel file. The written comments will then become part of his/her personnel file.

ARTICLE 22 TRAINING

The City agrees to allocate a maximum of \$2,300 per employee, for the cost of courses and seminars successfully completed which relate to the employment of the employee and for which the employee has received prior approval from the Department Head and City Hall Personnel Office. The City will continue to make use of the Department of Early Education and Care, and other related training opportunities. The City and Union agree to meet periodically to discuss procedures for meeting Department of Education Early Childhood program standards and national accreditation standards for After School.

The City also agrees to reimburse each employee up to \$300 per year for books required for coursework pursuant to this Article 22.

Effective July 1, 2018, the maximum allowable reimbursement for the cost of successfully completed courses and seminars which relate to the employment of the employee and for which the employee has received prior approval from the Department Head and City Hall Personnel Office will increase to \$2,400 per employee. Effective July 1, 2019, the maximum allowable annual course reimbursement will increase to \$2,500 per employee.

ARTICLE 23 SUPPLIES

The City will be responsible for ordering supplies, but the staff shall have input into which supplies are ordered.

**ARTICLE 24
TRAVEL REIMBURSEMENT**

Employees will be compensated mileage for work-related travel in their own car outside of the City. The rate for mileage reimbursement will be based on the standard City rate for non-union employees. Employees who use public transportation, outside the City and who have prior approval, shall be reimbursed for their expense.

**ARTICLE 25
JURY DUTY**

Section 1. Pay/Lost Time

In the event that any employee covered by this Agreement is called to perform jury services, the City will pay for working time lost. Payment will be the difference between jury pay and the applicable number of hours in the employee's standard work day, times the employee's base hourly rate, for each day of jury duty.

Section 2. Early Release/Jury Duty

As a condition to receive such payments, the employee involved must report to the City for such work as s/he may be assigned if s/he is discharged from jury service prior to 12 noon.

Section 3. Weekly Court Reports

In order to receive jury duty pay, employees shall be required to present weekly to the City a certificate by the court (or its duly authorized representative) verifying the jury pay received for such duty and if possible, the time spent in such service.

**ARTICLE 26
BEREAVEMENT LEAVE**

Section 1. LOA/ Pay-5 Day

Employees will be granted a leave of absence with pay for not more than five (5) working days due to the death of a spouse, parent, child, domestic partner, brother, sister, son-in-law, daughter-in-law or parent-in-law.

Section 2. LOA/Pay-3 Day

Employees will receive pay for an absence not to exceed three (3) working days for the death of a grandparent or grandchild whether such relative was a member of the employee's household or not. Pay for an absence not to exceed three (3) working days will also be allowed

on account of the death of any other relative who was a permanent member of the employee's household or of any other person with whom said employee made his or her home.

Section 3. LOA/Pay-1 Day

Employees also will be paid full salary for an absence not to exceed one (1) day to attend the funeral of a first cousin, brother-in-law, sister-in-law, aunt, uncle, nephew or niece, spouse's grandparent, or the spouse's brother-in-law or sister-in-law.

**ARTICLE 27
SNOW DAYS**

Child Care programs will remain open on days when Cambridge Public Schools declare snow days. Management, in consultation with staff teams will consider reducing the number of program sites and/or the number of on-site staff, based upon the anticipated number of children reporting and such other factors as the City determines relevant.

In sites where there are two Afterschool classrooms and in full day Preschools, a reduced staffing plan will be considered for snow days. Staff teams are responsible for developing and submitting a proposed snow day staffing plan by October 15th of each school year. The proposed plan requires review and approval by the Afterschool or Preschool Manager. The staffing plan will consider past attendance history during inclement weather and must have at least two staff (one Head Teacher and one Teacher) working at the site at all times. Plans may reflect the rotation of staff assignments for up to five snow days per year. All staff not assigned to work will be on call until noon. Staff members who do not work will need to take personal benefit time in order to be paid.

At the Fletcher/Maynard Afterschool and Haggerty Preschool programs, all staff must report to work on snow days because of lack of partner site or additional staff availability.

The City and the Union agree to have ongoing discussions about the snow day policies in the Department.

**ARTICLE 28
HOLIDAYS**

Employees are entitled to the following holidays:

- | | |
|------------------------|------------------|
| New Year's Day | Columbus Day |
| Martin Luther King Day | Veteran's Day |
| Washington's Birthday | Thanksgiving Day |

| | |
|---|--|
| Patriot's Day | Day after Thanksgiving Day |
| Memorial Day | Day before or after Christmas (As determined by Management) |
| Independence Day (Full-time pre-school only) | Christmas |
| Labor Day | |

Holiday pay for those working less than 20 hours per week is authorized only if employee's regular work week is a five day schedule.

Religious holidays may be taken with the employee's own paid vacation or personal time. Time off for these holidays shall not be unreasonably denied, provided that sufficient notice is given by the employee.

**ARTICLE 29
SICK LEAVE**

Section 1. Accrual/Allowances During the life of this contract, current employees will receive a yearly allotment of 13 sick days on January 1.

New employees may borrow up to three (3) days of sick time during their first 133 days of employment. After 133 days, employees will receive one-half (1/2) of the annual allotment (less any borrowed sick time) pursuant to the following chart. Employees then accrue up to the maximum allotment until the January after their 133rd day. Each January thereafter, employees receive their annualized allotment of sick time.

| Hours Worked per Week | Hours of Sick Time Accrued per Year | |
|-----------------------|-------------------------------------|---------------------------|
| | <u>12-Month Employees</u> | <u>10-Month Employees</u> |
| 20 | 52.00 | 43.33 (4.33 hrs/month) |
| 27.5 | 71.50 | 59.58 (5.96 hrs/month) |
| 30 | 78.00 | 65.00 (6.50 hrs/month) |
| 31.25 | 81.25 | 67.71 (6.77 hrs/month) |
| 33.75 | 87.75 | 73.13 (7.31 hrs/month) |
| 36 | 93.60 | 78.00 (7.80 hrs/month) |
| 37.50 | 97.50 | 81.25 (8.13 hrs/month) |
| 40 | 104.00 | 86.67 (8.67 hrs/month) |

In no case will any employee be permitted to accrue more than 13 days of sick leave in a calendar year.

Sick time will not be accrued during intervals of no-pay status (including unpaid leave or workers' compensation leave).

Employees with no sick leave use, workers compensation absence, or other unpaid absences from January 1st through June 30th and from July 1st (August 1st or September 1st for ten month employees) to December 31st, shall be eligible for a \$300 payment in July/ January for no such absences in the prior six months.

All benefits will be prorated for part-time and ten month employees, based on budgeted number of hours per week.

Upon the death or retirement of any employee, payment shall be made for any unused sick leave directly to the employee or the employee's estate, as applicable, according to the following schedule:

| | |
|--------------|--|
| Days 1-100 | \$25 per day (prorated for part-time) |
| Days 101-200 | \$50 per day (prorated for part-time) |
| Days 201-350 | \$80 per day, or 50% of current daily rate, whichever is smaller (prorated for part-time). |

Section 2. Definition - Sick Leave A leave of absence granted under these provisions shall be known as "Sick Leave" and shall be granted for the following reasons only:

(a) Personal illness or physical incapacity to such an extent as to be unable to perform the duties of his or her position.

(b) Attendance upon members of the family within the household of the employee, whose illness requires the care of such employee, and/or to care for and bond with an employee's new child or children in accordance with the City's Parental Leave Policy, provided that not more than a total of twenty (20) working days with pay shall be granted to such employee for these purposes in any one (1) calendar year, not to exceed earned sick leave available. The City reserves the right to confirm the illness through the requirements of a physician's statement according to the provisions of this Article.

(c) Enforced quarantine when established and declared by the Department of Health or other competent authority for the period of such quarantine only, and not to exceed earned sick leave available.

Section 3. Notification by Employee An employee will not be permitted to use sick leave to cover an absence unless notification is given of the illness by the employee, his family, or his family physician, 30 minutes before the start of his/her shift.

Section 4. Physician's Statements If the absence is five days or more, or if there are repeated absences of shorter duration, a statement from the employee's physician or physician's assistant may be required stating the form and extent of the employee's illness or disability. Subsequent certificates may be requested at the discretion of the Department Head. If the employee fails to provide a copy of the physician's statement when requested, he/she shall not receive pay for the days in question, whether or not the employee has accumulated sick leave to his credit; provided, the request shall be made before or during the employee's absence or before the employee returns to work.

Employees who are required to provide a note for their own illness will be required to provide similar physician's statement indicating that the employee's attendance was required to provide care for the family member.

Form of illness shall be understood as diagnosis or a description of the symptoms, restrictions or limitations preventing the employee from working, e.g. "flu, stomach distress, inability to maintain alertness necessary to operate equipment." Access to such notes will be limited to those with a need to know and will be maintained in a separate file accessible only to those with a need to know.

Prior to being required to submit physician's statements for illness or disability of four days or less, employees shall be advised that, because of repeated absences, the department head is contemplating imposing the requirement.

ARTICLE 30 VACATION LEAVE

Section 1. Eligibility

Permanent employees whose standard hours are 20 or more hours per week are eligible to receive vacation.

Vacation time will be prorated for employees who work less than 40 hours per week or less than 52 weeks per year. Ten-month employees who work for the City in some capacity during July and August (even in a non-benefited position) will accrue vacation for these summer months.

Section 2. Accrual/Allowances

Newly-hired, 12-month employees on a 40-hour per week schedule will receive 60 hours (7.5 days) of vacation at the end of 133 calendar days. Thereafter, these employees will accrue 10 hours (1.25 days) of vacation per month until the subsequent January 1, when they will be credited with 120 hours (15 days) of vacation.

| Years of Completed Service | 12-Month/40-Hour Employees | | 10-Month/30-Hour Employees | | 10-Month/33.75-Hour Employees | | 10-Month/36-Hour Employees | |
|----------------------------|----------------------------|------------------|----------------------------|------------------|-------------------------------|------------------|----------------------------|------------------|
| | Hours Accrued | | Hours Accrued | | Hours Accrued | | Hours Accrued | |
| | <u>Per Year</u> | <u>Per Month</u> | <u>Per Year</u> | <u>Per Month</u> | <u>Per Year</u> | <u>Per Month</u> | <u>Per Year</u> | <u>Per Month</u> |
| 1-5 | 120 | 10.00 | 50 | 5.00 | 56.25 | 5.63 | 60 | 6.00 |
| 6 | 128 | 10.67 | 75 | 7.50 | 84.38 | 8.44 | 90 | 9.00 |
| 7-9 | 136 | 11.33 | 75 | 7.50 | 84.38 | 8.44 | 90 | 9.00 |
| 10 | 160 | 13.33 | 100 | 10.00 | 112.50 | 11.25 | 120 | 12.00 |
| 12 | 168 | 14.00 | 105 | 10.50 | 118.13 | 11.81 | 126 | 12.60 |
| 14 | 176 | 14.67 | 110 | 11.00 | 123.75 | 12.38 | 132 | 13.20 |
| 16 | 184 | 15.33 | 115 | 11.50 | 129.38 | 12.94 | 138 | 13.80 |
| 18 | 192 | 16.00 | 120 | 12.00 | 135.00 | 13.50 | 144 | 14.40 |
| 20+ | 200 | 16.67 | 125 | 12.50 | 140.6 | 14.06 | 150 | 15.00 |

Twelve-month, 40-hour per week employees will be entitled to receive 120 hours of vacation per year until they complete six (6) years of service, at which time they will be entitled to additional vacation according to the following chart.

Newly-hired employees who work less than 12 months per year or less than 40 hours per week will be subject to the same accrual schedule as described above, except that the number of hours they accrue will be prorated. The chart below shows the vacation accrual rates for ten-month employees scheduled for a 30-hour or 33.75-hour workweek.

Employees do not accrue vacation or service time towards incremental increases during periods of no-pay status (including unpaid leave) or time spent on Workers' Compensation.

Section 3. December Buyout

Employees will have the option during the month of December to a buyout of up to two (2) weeks of vacation time.

Section 4. Scheduling

The City will endeavor, if at all possible, to respond to vacation requests within two weeks.

**ARTICLE 31
PERSONAL DAYS**

Each employee is entitled to two personal days. For ten-month employees and part-time employees, a personal day shall be equal to the regular number of hours per day they are scheduled to work. The City will endeavor to respond in writing within a week to a Union member's request to take a personal day.

**ARTICLE 32
ADMINISTRATIVE DAY**

12 Month Employees

Employees who do not miss work due to illness for a period of six (6) months shall be relieved from duties for one (1) administrative day with pay to be used in the six (6) month period next following. Administrative days cannot be carried forward and must be used in the next succeeding six (6) month period.

Note: The six month (6) month period shall be a "rolling" six month period. An employee who completes any six (6) month employment period without an absence shall be entitled to an administrative day for that period.

An administrative day must be taken within six months following the date upon which the administrative day was earned. In the alternative, employees may buy the administrative day back at a daily rate of pay, under a procedure similar in form and timetable to the optional December vacation buyback.

10 Month Employees

Ten (10) month employees shall be entitled to a proportional administrative day, i.e. an administrative day equal to the regular number of hours per day scheduled to work.

That day shall be determined by considering a "rolling 5 month period" during which the employee has not missed work. Administrative days cannot be carried forward and must be used in the next succeeding five (5) month period.

Note: The five month (5) month period shall be a "rolling" five month period. An employee who completes any five (5) month employment period without an absence shall be entitled to an administrative day for that period.

An administrative day must be taken within five months following the date upon which the administrative day was earned. In the alternative, employees may buy the administrative day back at a daily rate of pay, under a procedure similar in form and timetable to the optional December vacation buyback.

**ARTICLE 33
SEVERABILITY**

The economic benefits contained in this Agreement have been negotiated with the understanding that the provisions setting forth said benefits are consistent with applicable laws. In the event that any economic provisions of the Agreement is deemed by a court of competent jurisdiction to provide a benefit or level of benefit not permitted by law, then the Agreement shall be immediately reopened for the purpose of negotiating a substitute economic benefit which is substantially equivalent (including any retroactive impact) to the benefit lost by action of the court. Similarly, if any economic provision of the Agreement is deemed by a court of competent jurisdiction to provide a benefit or level of benefit below that required by law, then the Agreement may be immediately reopened for the purpose of negotiating a reduction in economic benefit(s) which is substantially equivalent (including any retroactive impact) to the benefit gained by action of the court.

The negotiations listed above shall be commenced forthwith and shall be scheduled with a view toward reaching agreement within thirty days of notice to the parties of the court decision. Failing to reach agreement within that time limit, each party may initiate arbitration by filing a demand for Arbitration with the American Arbitration Association. The issue submitted shall be what substitute economic benefit or reduction in economic benefit will effectively restore the equivalent economic costs and benefits originally negotiated and agreed to by the parties (including any retroactive impact).

The Arbitration shall be conducted under the expedited rules of arbitration.

Except as provided herein, should any section of this Agreement be rendered null and void by a court of competent jurisdiction, the remainder of the Agreement shall remain in effect.

**ARTICLE 34
FLEXIBLE SPENDING ACCOUNT AND LIFE INSURANCE**

The City agrees to make available its Flexible Spending Account Program for unit members at no administrative cost to the members.

Employees who work in positions budgeted for twenty (20) or more hours per week are eligible to participate in the City's Group Life Insurance plan. New employees must enroll within thirty (30) days of hire.

**ARTICLE 35
SUMMER WORK**

The Union and the City agree that employees may be offered work during the summer, within the Division of Child Care and Family Support Services. The work offered to employees shall be

suitable to each employee's work experience, capability and skills. Acceptance of such work is voluntary. The City reserves the right to offer suitable assignments in DHSP Divisions other than the Division of Child Care and Family Support Services.

Summer employment notices will be distributed prior to the end of the school year. For such summer work, employees will be paid at their current rate of pay, or the applicable rate of the position in which the employee is actually working.

Health benefits will be maintained as long as the employees return to their positions in September.

The Union agrees not to challenge the City's right to make such summer employment job offers to its members. Nothing herein should be construed to limit the right of the Union to represent its members at Division of Employment and Training hearings, if the situation so arises.

ARTICLE 36 HEALTH INSURANCE

Section 1. Health Plan Offerings

The City shall offer to employees covered by this Agreement only those HMO health insurance plan(s) (excluding dental and vision) as is (are) offered to non-union and Management employees of the City.

Health Insurance Plans currently offered are the BC/BS Blue Choice, Harvard Pilgrim Health Care, Tufts HMO and HMO Blue.

Employees shall be responsible for paying 20% and the City will contribute 80% of the premiums, for the above-referenced plans.

Employees hired into the unit on or after September 1, 2011 shall contribute 25% of the cost of health insurance premiums.

In consideration of the change in the health insurance contribution rate to 25% for new members to the unit as described above, the City increased all wages at all steps by \$.10 per hour, effective July 1, 2012, after the July 1, 2012 cost of living increase was applied. In further consideration for this change in contribution rate, the City increased all wages at all steps by \$.10 per hour, effective January 1, 2014. In further consideration for the change in contribution rate to 25% for new members, the City paid each employee on the active payroll as of July 1, 2013 a one-time bonus payment of \$200, prorated for part-time employees.

It is understood and agreed, that if any portion of the health insurance contribution rate increase to 25% for new members described above, which was an essential component of the parties' settlement, is held invalid by a tribunal of competent jurisdiction, or if compliance or enforcement of any such provision is in any way restrained, then the City shall have no obligation to pay or to continue to pay the initial \$.10 increase or the \$.10 additional increase, or the \$200 bonus, all of which were specifically linked to this increase in employee health contributions, until such time as a final judgment is rendered and not appealed which declares such provision valid or removes any restraint on its enforcement.

Section 2. Ten Month Employees

Ten month employees who are rehired for the subsequent year shall not be responsible for any payment toward the City's portion of health insurance costs prior to returning to work in September.

Section 3. Health Insurance Waiver

Employees who document they are covered by a health insurance plan other than those provided by the City (i.e. coverage through a spouse's employer) may select a \$133.33 per month (\$1,600/year) Health Insurance waiver payment instead of City health coverage.

**ARTICLE 37
HEALTH AND WELFARE**

Section 1. Cambridge Public Employees Dental and Vision Fund

All full-time (37.5 hours or greater) and part-time (budgeted to work at least 20 hours per week) members of this bargaining unit participate in the Cambridge Public Employees Dental and Vision Fund plans at contribution levels offered by the City.

Currently, the City pays \$13.00 per week plus 50% of the cost of the plan above \$13.00 per week. Employees pay the other 50% of the cost of the plan above \$13.00 per week.

Section 2. Long-term Disability Insurance

The City is currently working to identify a long-term, 100% employee paid, disability insurance plan that could be offered through payroll deduction for coverage of non-job related disabilities. If and when any such plan is offered to members of another City unit, it will also be made available to members of this Union.

ARTICLE 38
WAGES

Section 1. Compensation

The following increases in wage rates will become effective on the dates indicated below.

| | |
|------------------------|-----------------------------|
| Effective July 1, 2017 | Increase base wages by 2.5% |
| Effective July 1, 2018 | Increase base wages by 2.5% |
| Effective July 1, 2019 | Increase base wages by 2.5% |

Section 2. Wage Scale Conditions

- 1) No new employee shall be compensated at a rate higher than existing employees in the same position, unless the newly hired employee has more relevant training and experience than existing employees. All existing employees shall be placed at steps at least equivalent to that of newly hired employees in the same position, unless the newly hired employee has more relevant training and experience than existing employees.

- 2) Should, during the life of this contract, any City or School unit reach voluntary agreement with the City for a general across-the-board base wage increase greater in percentage than that provided to this Union, then the City and the Union agree to reopen the contract for the limited purpose of discussing base wages.

Section 3. Cleaning Allowance

Each full-time employee (either 37.5 or 40 hour) shall receive an annual cleaning allowance of \$900 payable by October 15 of each year, after one full year of service.

Part-time employees who work 20 hours/week or more shall be entitled to a proportional share of this allowance after one program year of service (10 months).

Section 4. Paychecks

Employees hired on or after July 1, 2011 will be required to use direct deposit; pay stubs for those employees hired on or after July 1, 2011 may be made available to employees on-line, rather than through paper copy.

ARTICLE 39
MBTA PASS AND HUBWAY

The City shall reimburse 65% (nontaxable) of the cost of a monthly “T” Pass, purchased through payroll deduction, up to \$120 a month, for employees budgeted for at least sixteen (16) hours per week.

Effective September 30, 2017, the City shall offer Hubway memberships to benefited employees of this bargaining unit, on the same terms as non-union employees.

ARTICLE 40
GENERAL

The parties acknowledge that during the negotiations which resulted in this agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the parties, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any matter or subject referred to or covered in this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either of the parties at the time they negotiated and signed this agreement.

ARTICLE 41
DRUG AND ALCOHOL TESTING

The following policy shall govern the administration of the drug and alcohol screening process by the Management of the Department of Human Services (hereinafter Department) among members of Local 1596, Childcare employees (hereinafter Employees) to test for the unauthorized use of illicit drugs and alcohol.

Testing will be conducted on those individual employees where the facts are sufficient to constitute reasonable suspicion of unauthorized use of a controlled substance and/or alcohol. The Department shall have the right to require that the Employee submit without delay, to a urinalysis test and/or a breath alcohol test.

Reasonable suspicion shall be based on information of objective facts obtained by the Department and the rational inferences which may be drawn from those facts. The credibility and reliability of information obtained, shall be weighed in determining the presence or absence of reasonable suspicion.

The Employee to be drug and/or alcohol tested, will be notified of the test requirement just prior to obtaining the urine sample or breath alcohol test. Advance notification of the testing will not be given, in any circumstances, to prevent any likelihood of urine sample tampering. The testing officer will maintain the sterility of the sample and the integrity of the sampling process, by executing a chain-of-custody process for the sample given and all related documentation.

If an Employee refuses to submit to a drug and/or alcohol screening test, under the Agreement, it shall be considered insubordination warranting discipline, under a just cause standard.

An Employee with a positive confirmatory drug and/or alcohol screening result, will be suspended or discharged from employment under a just cause standard.

An Employee with two (2) positive confirmatory drug and/or alcohol screening results, will be discharged from employment.

Any employee wishing assistance with drug and/or alcohol problems or concerns is urged to contact the City's Employee Assistance Program. Strict confidence is maintained.

ARTICLE 42 PROGRESS TOWARD DEGREE STATUS

Section 1. Requirements for Continued Employment

As a condition of continued employment, employees who do not have the educational qualifications set forth for new hires by the Commonwealth's DEEC, the National Association for the Education of Young Children (NAEYC) and/or national standards for after school agree to meet with department representatives at least two times during each program year to discuss and reach agreement on an approved educational plan and receive career counseling. This plan shall include the employee's projected schedule of enrollment in an appropriate degree granting program that will enable them, in a timely way, to meet the educational qualifications set forth for new hires by the Commonwealth's DEEC, the NAEYC and/or national standards for after school. Such employees who lack these educational qualifications must earn at least 9 educational credits from an accredited institution every 2 academic years (September to August) on a rolling basis in order to continue employment during the next program year. Employees may also be enrolled in remedial /ESOL/Bridge to College courses to enable them to enter and succeed in an appropriate degree related program.

Employees subject to this requirement may request and receive one academic year's hardship waiver during the time period needed to attain these educational qualifications. The waiver year will not be included in the calculation of the two-year 9 credit minimum. Instead, the year prior to the waiver year and the year immediately after the waiver year will be reviewed, for confirmation of earning the 9 required credits over two years.

An employee terminated from service for failure to earn the above described educational credits shall be eligible for rehire upon attaining the required degree. The department will explore the possibility of other suitable employment elsewhere in the Department or the City.

The City agrees to work with employees to assist them in applying for the tuition/book reimbursement described in Article 22 and the bonus described in Section 2, below. The City agrees to work with employees to make adjustments to work schedules and or assignments in order to assist employees in attending classes.

Section 2. Bonus for Completion of Coursework

In addition to the tuition/book reimbursement described in Article 22, all employees are eligible to receive a one-time, non-recurring bonus of \$100 per credit hour upon the successful completion of courses that fall within any of the following categories:

- (1) Courses taken by employees in pursuit of a B.A., B.S. or advanced degree in early childhood development or a related field;
- (2) Remedial/ESOL/Bridge to College courses necessary for matriculation into a degree program described in category (1), above; or
- (3) College or university courses taken by employees who already have degrees in order to improve or expand their job-related capabilities.

The maximum allowable bonus will be \$600 per fiscal year per employee.

Employees must receive prior approval from the Department Head and the City Personnel Department. The determination as to whether a course will qualify for the bonus will be at the sole discretion of the City.

**ARTICLE 43
RETENTION BONUS**

Any twelve-month or ten-month employee who works continuously from the beginning to the end of the program years set forth below will be eligible to receive a retention bonus. The bonus amounts are as follows:

| <u>Program year</u> | 12-Month Employee Bonus (July – June) | 10-Month Employee Bonus (September – June) |
|---------------------|--|---|
| 2017-2018 | \$675 | \$575 |
| 2018-2019 | \$700 | \$595 |
| 2019-2020 | \$725 | \$620 |

If an employee has worked continuously from the beginning to the end of all three program years (July 2017 – June 2020), in lieu of the bonus amounts set forth for 2019-2020, a twelve-month employee will be eligible to receive a \$900 bonus and ten-month employee will be eligible to receive a \$765 bonus.

The bonus amounts set forth above will be prorated for employees hired after the beginning of the program year and for unpaid time or time on workers' compensation. They will not be prorated for part-time service.

**ARTICLE 44
DISCUSSION GROUP**

The City and the Union agree to continue to meet in good faith to discuss matters of mutual concern. Meetings can be initiated by either party. The parties will inform each other of the issues to be discussed. Up to two Union members may be released to attend meetings during regular work hours. Meetings may be held quarterly unless the parties agree to meet more often. It is understood that the group shall have no power to negotiate wages, hours or other conditions of employment or to alter or amend this agreement.

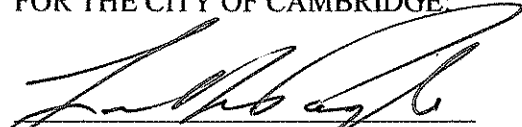
**ARTICLE 45
DURATION**

The Agreement shall go into effect July 1, 2017, and shall remain in force and effect through June 30, 2020. Either party may, by written notice March 1, 2020, or thereafter to the other give notice of its desire to modify or terminate this Agreement. The City and the Union agree to meet and engage in collective bargaining for the purpose of reaching a new agreement.

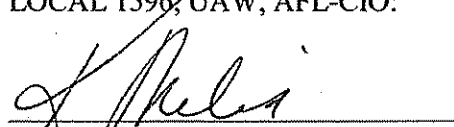
WITNESS our hands and seals this 28th day of August, 2017

FOR THE CITY OF CAMBRIDGE:


LOCAL 1596, UAW, AFL-CIO:



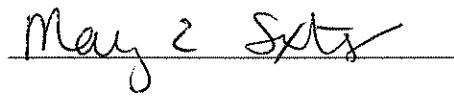
Louis A. DePasquale



Kathy Melish



Sheila Keady Rawson



May 2 Spts



Janice Alger




Meghan White



Janie Matthews

Approved As To Form:



Nancy E. Glowa
City Solicitor

**SCHEDULE A
HOURLY RATE SCHEDULES**

| Job Code | Job Title | Step | July 1, 2017 | July 1, 2018 | July 1, 2019 |
|----------|----------------------|------|--------------|--------------|--------------|
| D446 | Teacher/Daycare | 1 | 18.7723 | 19.2416 | 19.7227 |
| D446 | Teacher/Daycare | 2 | 19.2604 | 19.7419 | 20.2354 |
| D446 | Teacher/Daycare | 3 | 19.7486 | 20.2423 | 20.7484 |
| D446 | Teacher/Daycare | 4 | 20.2405 | 20.7466 | 21.2652 |
| D446 | Teacher/Daycare | 5 | 20.7433 | 21.2618 | 21.7934 |
| D446 | Teacher/Daycare | 6 | 21.2461 | 21.7773 | 22.3217 |
| D446 | Teacher/Daycare | 7 | 21.7489 | 22.2927 | 22.8500 |
| D447 | Head Teacher/Daycare | 1 | 20.3864 | 20.8961 | 21.4185 |
| D447 | Head Teacher/Daycare | 2 | 20.9704 | 21.4947 | 22.0320 |
| D447 | Head Teacher/Daycare | 3 | 21.5543 | 22.0931 | 22.6455 |
| D447 | Head Teacher/Daycare | 4 | 22.1569 | 22.7108 | 23.2786 |
| D447 | Head Teacher/Daycare | 5 | 22.8123 | 23.3826 | 23.9671 |
| D447 | Head Teacher/Daycare | 6 | 23.4866 | 24.0738 | 24.6756 |
| D447 | Head Teacher/Daycare | 7 | 24.1651 | 24.7692 | 25.3884 |

**SIDE LETTER
CHILD ASSESSMENTS**

The City and the Union commit in good faith during the life of this contract to ongoing discussions with Preschool staff regarding the best way to support the completion of the child assessments. This process will take into account individual work styles and preferences, staffing considerations, and other factors that may occur in the classroom, with the goal of developing mutually agreeable schedules. No portion of this provision shall be subject to the grievance and arbitration process.

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